

has been delivered, &c." In proving compliance with the act it is not, however, necessary, in the first instance, to prove the contents of the bill. It is sufficient to prove that a bill was delivered. It then devolves upon the party liable to shew that the bill delivered is not such a bill as constitutes a *bonâ fide* compliance with the act. (See Con. Stat. U. C. cap. 35 s. 36.)

2. We certainly think the defence is a statutory one, within the meaning of Con. Stat. U. C. cap. 19 sec. 93.]—Eds. L. J.

Dower—Seisin—Sufficiency of evidence.

TO THE EDITORS OF THE LAW JOURNAL.

BELLEVILLE, 24th April, 1861.

GENTLEMEN,—As a reader of your invaluable Journal, and one having frequent recourse to its pages for information, more particularly that portion of it devoted to the consideration and publication of knotty questions, submitted to you, under the head of "Correspondence"—your remarks upon which are of immense benefit to the law student—I take the privilege of asking your opinion upon a matter relating to the right of dower; respecting which I have been unable to satisfy myself from works bearing upon that subject (which are not very voluminous), neither can I find any decision that will throw any light upon it. It is this:

A purchases 500 acres of land from B, from whom he receives a bond for a deed. A goes into possession, and gets married; and, in accordance with the conditions of the bond, regularly makes the required payments, until there is only due thereupon say £200. A has large business transactions with one C, with whom B also has dealings. B says to C, you have an open account with A, give me credit for so much, and I will authorize you to collect the balance of £200 due on the bond from A. This arrangement is completed, and C induces A to give a mortgage for this £200, and other sums due him upon the 500 acres. A, at the time of the execution of the mortgage, had been married nine years, but had never received a deed. No action is taken on the mortgage for 15 years from its date, when a suit of foreclosure is instituted; and A loses possession, after having held it, with his wife, for 24 years before proceedings taken.

Will the 24 years' possession establish such a seisin in the husband as will entitle the wife to dower; or will the mortgage militate against the computation of the 20 years?

Park on Dower says, "That a right or title to property, however complete in other respects, will never furnish a foundation for a claim of dower, if unaccompanied with that which is technically termed seisin." He subsequently states, "That in the application of the rule requiring a seisin in the husband, it is material that the law does not require an *actual* seisin, or seisin *in deed*; but that it is sufficient to satisfy the rule that the husband have a seisin *in law*."

I take it that over 20 years' possession of the land, before any action, will amount to a seisin at law, although the husband never had a deed; and that the mortgage cannot operate unfavourably—more than twenty years having elapsed before bill filed; and that the widow will therefore be entitled to dower.

Your answer to the above query will greatly oblige,

Your obedient servant, A. R.

[The rule of law is, that a widow is entitled to dower out of all lands whereof her husband was seized during coverture.

If seisin be denied, the widow is not driven of necessity to produce and prove her title deeds. She might, we apprehend, rest her case on proof that he died in possession; that he had been in possession, as owner, twenty years or upwards; or that her husband was in possession, and while in possession made a conveyance in fee simple. (See remarks of Draper, J., in *Tousley v. Smith*, 12 U. C. Q. B. 555: see, also, *Lockman v. Nesse*, 5 U. C. O. S. 505.)

The mortgage from A to C, though not so stated, was, we presume, the ordinary one in fee simple. When it was executed A was in possession. C accepted it, and, as it appears, subsequently foreclosed it. Proof of these facts, together with the other facts stated by our correspondent, would, we think, be sufficient evidence of seisin in an action for dower brought by the widow of A against C, or his privies in estate. (See Com. Dig., Estoppel, B: see, also, *McLean v. Laidlaw*, 2 U. C. Q. B. 222.)—Eds. L. J.

REVIEWS.

THE WESTMINSTER REVIEW. The opening article of this quarterly for April is a review of a lecture on the study of History, by Charles Kingsley, in which are laid before the reader the opposite systems pursued in the treatment of the favourite subject of the lecturer. We next meet one of the many interesting papers to which the recent events in Southern Europe have given birth, under the heading of the Sicilian Revolution. Voltaire's Romances and their moral present a criticism upon the lighter literary efforts of one of the most distinguished men of his own time. The paper upon Cotton Manufacture will be read with much interest at the present moment in view of the troubles now existing in the Southern States of America, which may temporarily, at least, very much affect the supply of that great staple commodity, usually obtained in that portion of the world. The usual extended review of contemporary literature brings to its close a number which sustains the high reputation freely conceded to the master-pieces of English Review literature.

THE UNITED STATES INSURANCE GAZETTE contains a large collection of Reports of various Insurance Companies throughout the United States and Canada.

APPOINTMENTS TO OFFICE, &c.

NOTARIES PUBLIC.

GEORGE MANNING FURBY, of Port Hope, Gentleman. (Gazetted, April 6, 1861.)

GEORGE D'ARCY BOULTON, of Toronto, Esquire, Barrister-at-law. (Gazetted, April 6, 1861.)

JOSIAH WRIGHT, of the Town of Port Hope, Esquire, Attorney-at-law. (Gazetted, April 6, 1861.)

WILLIAM HEPBURN SCOTT, Esquire, Attorney-at-law. (Gazetted, April 6, 1861.)

REGISTRAR.

WILLIAM S. SCOTT, of the Town of Prescott, Esquire, to be Registrar of the County of Grenville, in the room of John Patton, Esquire, deceased.

CORONER.

HENRY JAMES TAYLOR, of the Township of Escott, Esquire, to be Associate Coroner for the United Counties of Leeds and Grenville. (Gazetted April 6, 1861.)

TO CORRESPONDENTS.

"CHARLES DURAND"—"PAUL DUNN"—Under "Division Courts."

"LAW CLERK"—"ARTICLED CLERK"—"A LAW STUDENT"—"S. P. Y."—"A. R."—Under "General Correspondence."